



**Terms and Conditions of  
Use for Customers of the  
FireLily Australia Website**



## Terms and Conditions – FireLily Australia

### 1. Interpretation

#### a) Definitions

- **FireLily Australia Website** means the website browser licensed to you by FireLily Australia that enables you to access and purchase Goods.
- **Customer** means any user of the FireLily Australia Website who places an Order and the Individual who enters into this agreement with FireLily Australia.
- **Delivery Services** means the delivery services provided by FireLily Australia to to a Customer.
- **Goods** means the product sold by FireLily Australia.
- **Law** means any law (including subordinate or delegated legislation or statutory Instruments of any kind) and also any judgment, order, policy, guideline, official directive or request (even if it does not have the force of law) of any government agency or regulatory body, including a stock exchange, applicable to any of the parties.
- **Liability** means any claims, damages, losses, fines, superannuation contributions, taxes, or expenses.
- **Orders** means Orders for Sales of Goods.
- **Orders for Goods** means any request for Sales of Goods placed by a Customer.
- **Packaging** means the steps FireLily Australia undertakes to make Supplies into Goods.
- **Price of Delivery** means the fee payable by a Customer for the provision of Delivery Services in accordance with Clause 6(a)-(d).
- **Supplies** means any items FireLily Australia gets from Suppliers.
- **Supplier** means any distributor of supplies to FireLily Australia for the packaging and sale of Goods for Delivery through the FireLily Australia Website.

### 2. The Nature of the Agreement

- a) Upon acceptance of these terms and conditions, the Customer enters into a binding agreement with FireLily Australia (the Agreement).
- b) This Agreement commences on the date of acceptance of the terms by the Customer.

### 3. The Nature of the Parties

- a) The Customer agrees to access and use the services provided by the FireLily Australia Website. The Customer warrants to be of legal age, provide accurate information during registration, and follow all applicable laws, regulations, and usage policies while using the platform provided by FireLily Australia.
- b) Upon satisfaction of the requirements of the Customer outlined in Section 4, FireLily Australia grants the Customer a non-exclusive, royalty free, non-transferable, non-sublicensable, non-assignable license to use the FireLily Australia Website.
- c) Suppliers are responsible for the provision of supplies and FireLily Australia will be responsible Packaging of the Supplies to ensure that it becomes Goods enjoyed by Customers.

### 4. FireLily Australia's Obligations

- a) FireLily Australia will be provided with Orders for Delivery through the FireLily Australia Website.
- b) It is FireLily Australia's responsibility to fulfill all Orders, received via the FireLily Australia Website, in a timely and safe manner.
- c) The acts of FireLily Australia, pursuant to this Agreement, are to be undertaken with reasonable skill and care.
- d) FireLily Australia is responsible for the cost of any items or equipment necessary to ensure the Orders for delivery are met.

- e) FireLily Australia will not be responsible for any defects, damages, or issues arising out of the Goods outside the control of FireLily Australia.
- f) FireLily Australias will only be responsible for any defects, damages, or issues arising out of the Packaging of the Supplies to turn into Goods.
- g) FireLily Australia ensure that the Goods Delivered to Customers comply with the warranties provided under the Australian Consumer Law, this includes, but not limited to ensuring that Goods are fit for purpose and are not misleading or deceptive.
- h) FireLily Australia will not be responsible for any delay in Deliveries arising outside the control of Firelily Australia.

#### **5. Use of FireLily Australia Website**

- a) The Customer must abide by all relevant Laws and Regulations necessary to continue as a Customer with FireLily Australia.
- b) The Customer is responsible for the security of any account registered in the FireLily Australia Website, including but not limited to safeguarding passwords and devices.
- c) The Customer is responsible for any actions arising out of any account the Customer registers in the FireLily Australia Website.
- d) The Customer must notify FireLily Australia of any unauthorised use of the Customer's account.
- e) FireLily Australia reserve the right to deactivate or modify a Customer account with immediate effect with written notice.

#### **6. General Provisions**

- a) The content of this agreement is the entirety of the agreement between the Customer and FireLily Australia.
- b) The Customer agrees that it has the ability to register an Account and purchase Goods through the FireLily Australia Website.
- c) FireLily Australia agrees that it will provide access by the Customer to the FireLily Australia Website.
- d) FireLily Australia makes no representations or warranties, and the Customer does not rely on any such representations and warranties, as to the effectiveness of the FireLily Australia Website.
- e) FireLily Australia is not liable for any damages sustained as a result of any act or omission which has led to the Customer or a third party's loss in the provision of the FireLily Australia Website.
- f) Should the Customer wish to stop using the FireLily Australia Website, they must provide FireLily Australia with written notice for that termination to be effective.
- g) FireLily Australia may terminate this Agreement and the Customer's use of the website with immediate effect with written notice.
- h) Notices under this Agreement to FireLily Australia should be sent via email to [hello@firelily.com.au](mailto:hello@firelily.com.au)
- i) Notices under this Agreement to be sent to the Customer should be sent via the email address nominated by the Customer upon accepting this Agreement.